

August 22, 2008

TPR Investment Associates, Inc.  
c/o Trans-Resources, Inc.  
200 West 57<sup>th</sup> Street  
New York, NY 10019

Gentlemen:

Reference is hereby made to that certain Stock Purchase Agreement (the "Purchase Agreement") entered into as of the date hereof, by and among **TR Investors, LLC**, a Delaware limited liability company ("TR Investors"), **Glenclova Investment Co.**, a Cayman Islands corporation, ("Glenclova"), **New TR Equity I, LLC**, a Delaware limited liability company ("Equity I") and **New TR Equity II, LLC**, a Delaware limited liability company ("Equity II") and collectively with TR Investors, Glenclova and Equity I, the "Purchasers", the **Sagi Genger 1993 Trust** ("Seller"), and **TPR Investment Associates, Inc.**, a Delaware corporation ("TPR"). Capitalized terms not otherwise defined in this letter shall have the meaning assigned to them in the Purchase Agreement.

In connection with the transactions contemplated by the Purchase Agreement, if at any time following the Closing Date, it is determined that Arie Genger is not the record and beneficial owner of the 794.40 shares of Common Stock of the Company purportedly transferred to him by TPR in October, 2004 and/or that Orly Genger 1993 Trust is not the record and beneficial owner of the 1,102.80 shares of Common Stock of the Company purportedly transferred to such Trust by TPR in October, 2004, and that TPR is the record or beneficial owner of any such shares, in either or both cases by virtue of the transfer of such shares being deemed to have been void or for any other reason (the shares being so effected being referred to herein as the "Affected Shares") then (a) upon written request from the Purchasers, TPR shall promptly take all necessary action to effect the transfer of all Affected Shares (other than the Balance Shares to be transferred pursuant to Section 11 of the Purchaser Agreement) to the Purchasers in the same proportion as the Shares are being sold to them pursuant to the Purchase Agreement, for a price per share equal to the lesser of (i) the value of each Affected Share at the time of the October 2004 purported transfers (the "Transfer Date") based upon an aggregate value for all of the issued and outstanding shares of Common Stock of the Company of \$55,000,000 (as determined in the arbitration proceedings between Arie Genger and Dalia Genger by

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Judge Milonas or such other arbitrator), or (ii) the valuation of each Affected Share at the Transfer Date determined in accordance with the Stockholders Agreement (provided that the determined valuation shall not be deemed to be the \$1.00 for which the Affected Shares were transferred by TPR).

In consideration of the foregoing, the parties hereby acknowledge and agree, that (i) within ten (10) days after delivery of the stock certificates required by Section 2.1(c) of the Agreement, Purchasers shall cause to be filed an amended complaint or, if necessary, a motion to file an amended complaint, in the action styled Glenclova Investment Co. v. Trans-Resources, Inc. and TPR Investment Associates, Inc., Case No. 08-CIV-7140 (JFK), pending in the United States District Court for the Southern District of New York, which shall limit the plaintiff's request for relief from TPR to specific performance of the Stockholders Agreement and related declaratory relief, and not seek damages or monetary relief from TPR and (ii) in the event that plaintiff is not awarded the specific performance referenced above, TPR hereby, assigns all of its right, title and interest in and to any claims or causes of action that TPR may have or may have had against Arie Genger and/or the Orly

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Genger 1993 Trust relating to, or arising from, the purported transfer of shares of Common Stock of the Company from TPR to such persons.

Please signify your agreement to the terms of this letter by signing below.

Sincerely,

**TR INVESTORS, LLC**

By: 

Name: Jim Lieb

Title: Executive Vice-President

**GLENCLOVA INVESTMENT CO.**

By: 

Name: Robert Smith

Title: Chairman

**NEW TR EQUITY I, LLC**

By: 

Name: MARK S. HIRSCH

Title: EXEC VP/GEN'L COUNSEL

**NEW TR EQUITY II, LLC**

By: 

Name: MARK S. HIRSCH

Title: EXEC VP/GEN'L COUNSEL

Acknowledge and Agreed  
as of August 22, 2008

**TPR INVESTMENT ASSOCIATES, INC.**

By: 

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Name: Sagi Genger

Title: President